

# Board of Contract Appeals

General Services Administration  
Washington, D.C. 20405

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March 6, 2001

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GSBCA 15493-TRAV

In the Matter of VIVIAN E. NICHOLS

Vivian E. Nichols, Las Vegas, NV, Claimant.

Charles N. Stockwell, Travel and Vendor Pay Branch, Defense Finance and Accounting Service, Denver, CO, appearing for Department of Defense.

**DeGRAFF**, Board Judge.

On October 20, 2000, the Department of the Air Force issued travel orders that authorized Vivian E. Nichols, a civilian employee, to travel from Nevada to Texas. Ms. Nichols purchased her ticket directly from the airline for \$364. Ms. Nichols asked the Air Force to reimburse her for \$308, which is the amount her ticket would have cost if she had purchased it directly from the contract Commercial Travel Office (CTO).

The Air Force denied Ms. Nichols's request for reimbursement because she did not purchase her ticket through the contract CTO. The agency based its decision upon paragraph C2207 (Nov. 1, 1999) of the Joint Travel Regulations, which states that when making travel arrangements, Ms. Nichols was required to use a contract CTO, an in-house travel office, or a General Services Administration Travel Management Center (TMC). Although the regulation sets out some exceptions to this requirement, none applies to Ms. Nichols. The regulation does not explain, however, how Ms. Nichols's failure to use a contract CTO affects the amount that she is reimbursed.

The Federal Travel Regulation (FTR), which applies to civilian Department of Defense employees, provides the guidance that we need in order to resolve Ms. Nichols's claim. The FTR does not make an employee liable for the entire cost of an airline ticket if the employee purchases the ticket from an unauthorized travel agent or travel management system. Instead, the FTR limits the employee's liability to "any additional costs" that result. 41 CFR 301-50.2 (2000). Therefore, the Air Force should reimburse Ms. Nichols for the \$308 it would have paid for her ticket, if she had purchased the ticket from the contract CTO. Ms. Nichols is liable for any additional costs. Manuel F. Casiano, GSBCA 15304-TRAV, 00-2 BCA ¶ 31,004.

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MARTHA H. DeGRAFF  
Board Judge